



Board Meeting Date: February 3, 2025

Title: Contract for Independent School District 273 for Services Agreement with Accurate Home Care, LLC.

Type: Consent

Presenter(s): Jody Remsing

Description: The purpose of this Agreement is to create an agreement between ISD 273 and Accurate Home Care, LLC in a Contract for Services.

Recommendation: Approve the attached Contract for Service Agreement Accurate Home Care, LLC.

Desired Outcomes from the Board: Approve the attached contract with Accurate Home Care, LLC.

Attachments: Contract for Services with Accurate Home Care, LLC.

**Contract for Services
2024-2025 School Year
Agreement between Accurate Home Care LLC.
and
Edina Public Schools**

This agreement is between *Accurate Home Care, LLC., 9000 Quantrelle Ave NE, Suite 200,
Otsego, MN 55330, Contractor,* and
Edina Public Schools, 5701 Normandale Rd., Edina, MN 55424

Scope of Service

- Accurate Home Care shall provide the services described in attached addendum 1 to

- Accurate Home Care shall hold appropriate licensure for provision of services.
- District requires a current copy of license for individuals providing services.
- Services are consultative with special education staff.
- Accurate Home Care shall provide a copy of Criminal Background Report for nurses providing services, upon request.

Payment

The cost of services shall be as defined in the fees section. Accurate Home Care shall submit monthly invoice to the district for services provided, as identified below. Payment will be made within 35 days of receipt of detailed invoice and agency nursing notes, upon request. Payments shall be mailed to:

Accurate Home Care
9000 Quantrelle Ave NE, #200
Otsego, MN 55330

The school invoice will be mailed to:
Edina Public Schools
Attn: Student Support Services
5701 Normandale Road
Edina, MN 55424

Fees

\$74.00/hour for RN Services

\$56.00/hour for LPN Services

**Includes transportation time to and from school.*

Independent Contractor

For the purposes of this Contract, Accurate Home Care is an independent contractor. Nothing contained in this Contract is intended nor shall be construed in any manner to create or establish a relationship of legal co-partners, joint ventures or joint powers between the parties. No statement contained in this Contract shall be construed so as to find Accurate Home Care, its employees, agents or representatives to be employees or agents of the District. The district will make no deductions for federal Income Tax, FICA, or state Income Tax.

Hold Harmless

Accurate Home Care shall indemnify and hold District harmless for any and all damages, costs and expenses including attorney's fees which District, its officials, employees, or agents may sustain arising from any act or omission of Accurate Home Care in the execution, performance, or failure to adequately perform Accurate Home Care's obligations under this Contract.

Insurance

Accurate Home Care shall, during the life of the Contract, purchase and maintain insurance coverage with the minimum limits as follows:

- 1. Workers Compensation
 - A. Statutory State Coverage
 - B. Employee Liability Coverage with the following limits:
 - Bodily Injury by Accident \$1,000,000 Each Accident
 - Bodily Injury by Disease \$1,000,000 Each Employee
 - Bodily Injury by Disease \$1,000,000 each Policy Limit

- 2. General Liability Insurance
 - A. Commercial Liability Policy – Occurrence (Form CG 00 01 98 or its equivalent)
 - Each Occurrence \$1,000,000
 - Personal Injury Liability \$1,000,000
 - Products/Completed Operations Aggregate \$3,000,000
 - General Aggregate \$3,000,000

- 3. Automobile Liability Insurance including hired/non-owned Auto.

- 4. Professional Liability Insurance with limits of \$1,000,000 each occurrence/\$3,000,000 aggregate.

**The school district does not represent that the required coverage and limits are adequate to protect the contractor and such coverage limits will not be deemed as a limitation of Accurate Home Care liability to district under this contract.*

Compliance

The contractor agrees to comply with all federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units. It shall be the obligation of Accurate Home Care to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

All of the data created, collected, received, stored, used, maintained, or disseminated by Accurate Home Care in performing duties pursuant to this Contract is subject to the State's regulations.

Term

The contract is effective upon signature of both parties, and shall remain in effect until the end of the school year unless otherwise agreed. Contracts shall be renewed annually.

This Contract shall be reviewed and authorized by the School District Designee.

This Contract is duly executed on this 2nd day of DECEMBER, 2024.

School District: <u>EDINA ISD 273</u>	Accurate Home Care, LLC
Name: <u>MERT WOODARD</u>	Name: <u>Jackie Jacobson</u>
Signature: <u>Mert Woodard</u>	Signature: <u>Jacobson</u>
Title: <u>DIRECTOR FINANCE & OPS.</u>	Title: <u>VP of operations</u>
Date: <u>DECEMBER 2, 2024</u>	Date: <u>1/8/2025</u>

Addendum 1

Expectations for Accurate Home Care Nurses Providing Care in a School Setting:

- Attend to all nursing needs of the student, assist student with educational support in the classroom or through distance learning, foster peer relationships, and encourage developmentally appropriate independence.
 - The nurse will only help the assigned student, and may not provide assistance to other students or act as a teacher's aide.
- Wear or possess AHC identification badge at all times.
- Refrain from use of personal cell phone, except in the case of emergency.
- Keep the school informed of any changes that may require modification to the school schedule, with consideration to privacy of the student.
- Be attentive to the student at all times, providing ongoing assessment intervention as the student's condition warrants throughout the school day.
- Maintain close proximity and/or visual access to the student at all times or ensure student is directly supervised by school personnel. The nurse is expected to maintain a rapid response time to provide any urgent intervention warranted by the student's condition.
 - There are no designated break times during the nurse's shift.
- Provide nursing interventions in an appropriate area to minimize disruption to the student, peers, and school personnel, while maintaining the student's dignity and right to privacy.
- Maintain student-centered professional communication with appropriate faculty and staff.
 - Provide care coordination with School Nurse, AHC Clinical Manager, Physician(s), and Responsible Party/Parties.
 - Encourage continuity of care from home to school, including school/guardian communication.
- Complete all required documentation upon completion of each shift/school day.
- Ensure that appropriate faculty and staff are aware of the student's Emergency Action Plan, including identification of modifications to the Plan specific to the school setting.
- Maintain confidentiality at all times, pursuant to HIPAA rules and professional boundaries.

Expectations for School Faculty and/or Staff:

- Provide coordination and/or direction of classroom, instruction, and educational activities.
- Develop and implement the student's daily schedule with collaboration from the nurse regarding treatments, medication administration, therapies, and other care needs.
- Communicate directly with the parent/guardian/responsible party regarding academic or behavioral concerns. The teacher/school will not use the AHC nurse or agency as a conduit between the school and the parents.
- Facilitate peer education regarding student condition as permitted by parent/guardian/responsible party.
- Maintain confidentiality at all times.
- Maintain student-centered professional communication with agency personnel.
 - Participate in care coordination with School Nurse, AHC staff, and Responsible Party/Parties.
 - Encourage continuity of care from home to school, including school/guardian communication.
- Provide lifting/transfer assistance and equipment to ensure that child is transferred safely for all required cares and therapies.